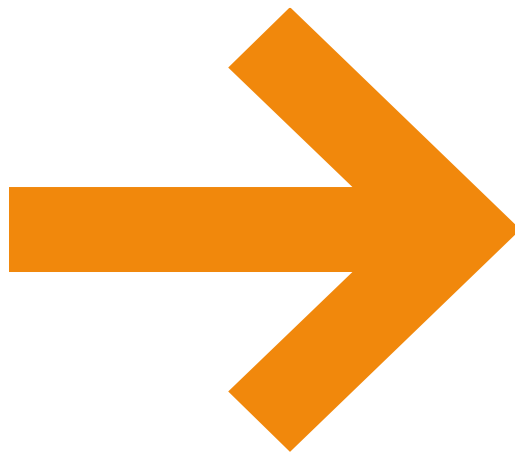


# Partner Code of Conduct of AIMTEC a. s.



**Issued on**

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## 1 Introduction

This **Partner Code of Conduct** (hereinafter as the “**Partner Code of Conduct**”) is to specify **AIMTEC a. s.**, U Prazdroje 2807/8, Východní Předměstí, 301 00 Plzeň, Česká republika, registered in the Commercial Register kept by the Regional Court in Pilsen, Section B, Entry 558, IČ: 252 01 816, DIČ: CZ25201816 (hereinafter “**Aimtec**” or the “**Company**”) expectations from its Suppliers & Business Partners (hereinafter “**Partners**”) and to establish rules for business cooperation between the *Company* and its *Partners*.

This *Aimtec* Partner Code of Conduct is binding on all persons cooperating with *Aimtec* and performing work for *Aimtec* based on contracts concluded in accordance with Civil Code.

The *Partners* are required to contractually pass on all requirements specified in this *Partner Code of Conduct* to those *Partners* (especially suppliers) that affect the contractual relationship with *Aimtec* and to ensure, to the extent possible and reasonable, that these requirements are passed on to their business partners in the supply chain.

The *Partners* establish appropriate control measures to verify compliance with these requirements of their own business partners. In those cases where obligations have been agreed to with *Partners* under individual contracts that diverge from the principles in this document, such divergent obligations prevail. The requirements are based, amongst others, on the 10 Principles of the United Nations (UN) Global Compact, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multi National Enterprises, OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and the Conventions of the International Labour Organization (ILO), in particular its fundamental rights at work and the Guiding Principles of the Drive Sustainability Initiative.

Furthermore, this Code of Conduct is based on nationally and internationally agreed standards such as the Universal Declaration of Human Rights, codified in particular in the International Covenant on Civil and Political Rights and in the International Covenant on Economic, Social and Cultural Rights.

The *Company* considers compliance with the requirements to be essential and fundamental to its business relations. The *Company* expects the *Partner* to integrate the values anchored in these requirements in day-to-day business through structured and competent management. *Partner* management must identify and assess legal and other requirements and train employees to ensure compliance with the relevant requirements. *Partners* always comply with the applicable law. Insofar as these requirements go beyond the requirements of the applicable law, these must also be observed.

## 2 Definitions

<b>Aimtec Supplier / Business Partner</b>	a person in a business relationship with <i>Aimtec</i> performing work for <i>Aimtec</i> based on contracts concluded in accordance with Civil Code
<b>Aimtec Partner Code of Conduct</b>	A set of basic rules governing the behaviour of <i>Aimtec Partners</i> beyond the statutory regulation
<b>Company Management</b>	Board of Directors (in Czech: “představenstvo”) of <i>Aimtec</i>
<b>Civil Code</b>	Act No. 89/2012 Coll., the Civil Code, as amended

# Part A

## Aimtec Partner Code of Conduct

### 1 Aimtec Principles of Ethics and Sustainability

The basic principles of the activities of *Aimtec* that *Aimtec Partners* are obliged to respect and follow, are:

- protection of business and other secrets,
- professionalism and quality of the services delivered,
- honest and fair conduct, ethical behaviour, discrimination & corruption ban,
- compliance with laws,
- environment & sustainability,
- export control regulations & AML measures.

### 2 Protection of Business and Other Secrets

Any information provided to *Aimtec Partners* and/or found by them especially when performing duties under their business relationship to the *Company*, regardless of the manner of its provision or finding, is considered confidential (hereinafter “**Confidential Information**”).

The decision on which *Confidential Information* and to what extent will be provided is fully at the discretion of *Aimtec*. Any information provided and any rights to it remain in the ownership and possession of *Aimtec* and/or its clients as the case may be.

The *Partners* are obliged to maintain the confidentiality of all *the Confidential Information* provided or found, keep it confidential, not to disclose it to third parties without the prior express written consent of *Aimtec* and protect it reasonably against any disclosure.

Any information that is and/or could be part of business secret shall be implicitly considered confidential, in particular:

- descriptions or parts of descriptions of technological processes and know-how, including any information relating to any products and services provided, designed, and developed by *Aimtec*,
- information on the operation methods, procedures, and work processes of *Company Aimtec*,
- business and/or marketing plans, concepts, and strategies of *Aimtec* or parts thereof,
- offers, contracts, agreements, deals or any other arrangements of *Aimtec* with third parties,
- information on the economic results of *Aimtec*,
- information on the identity of the *Partners* of *Aimtec* and the relations with them,
- information on the relations of *Aimtec* with its *suppliers* and permanent or occasional collaborators,
- any other information the disclosure or misuse of which by the *Partners* could cause harm to *Aimtec*,
- was available to the *Partner* before the effective date of *the Aimtec Partner Code of Conduct*, even if such information was the subject matter of an agreement on information protection concluded earlier between the *Partner* and *Aimtec*,
- shows any of the characteristics mentioned above, even if it results from a procedure by which the *Partner* finds it independently and is able to prove this fact by his or her records and/or confidential information of a third party.

The publicly available information, unless it became publicly available due to intentional or negligent breach of any *Partner* duty or due to breach by *Aimtec*, shall not be considered as confidential.

The protection of information under this provision shall also apply to any information provided to the *Partner* by persons related to the *Company* in accordance with Section 79 of Act No. 90/2012, the Act on Commercial Corporations, as amended, or relating to such persons.

The protection of information under this provision shall survive regardless of the possible termination of the business or other relationship of the *Partner* with *Aimtec* for any reason and its effectiveness will expire not until three (3) years after the termination of the business or other relationship of the *Partner* with *Aimtec*, but not earlier than three (3) years from the provision of the last *Confidential Information*.

## 3 Relationship to Customers

### 3.1 Status of the customer of Aimtec

All *Aimtec Partners* shall continually strive to cultivate the culture of service provision, while systematically striving to meet the expectations of the customers. *Aimtec Partners* should endeavour to understand the situation and needs of the *Aimtec* customers so that they could be provided with the most appropriate products and services.

For this purpose, the *Partner*:

- offers a service or product only if it has the appropriate licence and expertise as well as the necessary support functions and capacities,
- strives to provide services in the best interest of *Aimtec* and the customer,
- avoids potential conflicts of interest between *Aimtec* and the customers.

### 3.2 Provision of information and services to customers

As a matter of principle, *Aimtec Partners* are obliged to provide the customer with services of the highest possible quality.

*Aimtec Partners* shall always act in a due professional manner and in a full compliance with the *Aimtec Supplier & Business Partner Code of Code of Conduct*. Moreover, they shall always stay perceptive to any customers' needs and current or future demands on potential services that are or might be provided by *Aimtec* and the *Partners* shall report the identification of such *Aimtec* business opportunities to the *Company Management* without undue delay.

In providing the products and services to the customer, *Aimtec Partners* are obliged to proceed with due professional care.

False or misleading advertising or knowingly harming the competition is unacceptable.

## 4 Rules of the Acceptance of Gifts or Other Benefits

Gifts, entertainment, or other benefits are an accepted part of business life. However, if such a benefit in business dealings is becoming compromising or appears as compromising, there may be problems. For this reason, no gifts or other benefits may be accepted by *Aimtec Partners* in connection with business contacts and/or work for *Aimtec*. The *Partners* may not offer and/or accept any form of bribery and financial incentives or give instructions to anyone to do so in their place, not even for the purpose of obtaining a deal or contract. *Aimtec Partners* can receive and/or provide normal business entertainment adequate to the circumstances.

Occasional gifts or other benefits shall be admissible only if their value is lower than CZK 1000 or the equivalent in foreign currency and only in cases where the gift or other benefit was not handed over as

a quid pro quo for the delivery of services and/or products provided, designed and developed by *Aimtec* or for advantages in the conditions of the provided services and/or products of *Aimtec*, etc., and a strict refusal would in the opinion of the *Partner* adversely affect the relationship with the customer or supplier, or if the refusal or return of the gift or other benefit was virtually impossible. For the avoidance of doubt meals in the restaurant up to the amount of CZK 3000 per person are admissible.

## 5 Discrimination Ban

*Aimtec* offers equal working opportunities to all employees and employee candidates. *Aimtec* expects equal treatment, diversity, and differentiation at all *Partners*.

*Partners* will not under any circumstances discriminate due to:

- age,
- nationality,
- sex,
- family and marital status or duties to the family,
- health conditions,
- race,
- skin colour,
- faith and religion,
- sexual orientation,
- ethnic or social origin,
- language,
- political attitude or other mentality,
- membership or activities in political parties and movements or trade unions and other associations,
- property,
- gender.

*Partners* commit hereby to treat all employees honestly, considering their privacy rights, safe working environment, freedom of speech and the right to working environment without adverse influences. Each *Partner's* duty is to take care of the working place being without any type of discrimination.

## 6 Harassment

All *Partners* shall ensure a work environment free from behaviour that is disruptive, abusive, or harassing and that interferes with their ability to perform their jobs. Harassment in employment and business operations, including sexual, racial, religious, disability, and ethnic harassment, as well as any other harassment forbidden by law, is strictly prohibited.

Harassment of any type is conduct that will not be tolerated. Besides being against the law, it affects both the individual and the employer/supplier in ways which are completely unacceptable. For example, harassment has been shown to lead to deterioration of morale and organizational climate, lower productivity, higher costs from lower efficiency, increased absenteeism, and damage to the public image, court awards and settlement costs.

### 6.1 Harassment policy

The *Partner* shall prohibit any form of unlawful harassment based on race, colour, creed, religion, sex, gender identity, sexual orientation, arrest or conviction record, marital status, predisposing genetic characteristics, partnership status, status as a victim of domestic violence, stalking and sex offenses,

national origin, citizenship, veteran status, ancestry, age, disability, or any other characteristic protected under applicable law.

*Partners* are **obliged** to report complaints of sexual harassment or other form of harassment, whether by a *Partner*, a client, a guest, or an employee of *Aimtec* to the *Company Management*.

[Whistleblowing | Aimtec \(www.aimtecglobal.com/whistleblowing\)](http://www.aimtecglobal.com/whistleblowing).

## 6.2 Harassment definition

The type of behaviour that constitutes unlawful harassment is not capable of precise definition. However, harassment generally consists of unwelcome conduct, whether verbal, physical, or visual, that:

- is based upon a person's protected status, such as race, colour, creed, religion, sex, gender identity, sexual orientation, arrest or conviction record, marital status, predisposing genetic characteristics, partnership status, status as a victim of domestic violence, stalking and sex offenses, national origin, citizenship, veteran status, ancestry, age, disability, or any other characteristic protected under applicable law,
- creates an intimidating, hostile or offensive work environment or adversely affects another person's opportunities.

Harassment may include, but is not limited to, the following types of behaviour:

- repeated or offensive verbal commentary, including jokes and comments relating to a protected characteristic,
- derogatory jokes based on a protected characteristic,
- repeated name-calling or use of derogatory names based on a protected characteristic,

In addition, harassment based upon sex may include the following additional types of behaviour:

- conditioning (either explicitly or implicitly) the grant or denial of a work benefit or employment opportunity on submission to sexual activity,
- unwelcome physical contact, including, but not limited to, grabbing, hugging, kissing, massaging, tickling, unnecessary touching, etc.
- repeated or offensive sexual flirtations, advances, or propositions,
- repeated or offensive verbal commentary, including sexually graphic jokes, comments relating to sexual activity, graphic comments about an individual's body parts, or other matters of a sexual nature based on a protected characteristic,
- staring at a person's body in a sexually suggestive manner,
- sexually related gestures or motions,
- display of sexually suggestive or derogatory matter.

Sexual harassment can result from the conduct of any person to another person.

## 6.3 General prohibition

All *Partners* are to refrain from engaging in such prohibited conduct while on the *Company's* premises, while engaging in business-related activities, and while at out of business activities where such conduct would affect the business environment. Harassment will not be tolerated whether the offender is a vendor, *Aimtec* employee, or a customer, and will be dealt with accordingly.

## 6.4 Disciplinary action

The *Company* will not tolerate harassment by anyone, of anyone. Any *Partner* found to have committed acts that constitute harassment, in the opinion of the *Company*, will be subject to, unless the *Partner* adopts immediately appropriate measures to fix the situation, termination business relation with the immediate effect.

## 7 Competitive information

*Partners* can collect information about their business environment including competition of *Partners* or *Aimtec* and their products and services.

Tracing, accepting, and delivering of this information is possible only if the *Partner* is sure, that its acquisition and use does not breach any legal or ethical regulations.

It is impossible to try to get secret business files of competitive companies, other secret or confidential information by unlawful means or non-ethic way, for example theft, espionage, breaking of confidentiality agreement, as well as sharing the information in contradiction with the regulations on protection of economic competition. The *Partner* cannot attempt to gain information like this while changing or hiding its identity.

However, some *Partner* activities, for example common activities with other entities, joint ventures, common projects, could allow to cooperate with other subjects, which in other cases could be considered competition.

## 8 Public relations

The *Company Management* has the responsibility for *Aimtec* contacts with the media, press releases, broadcast, and others. If people contact *Partners* seeking information concerning the *Company* or its current or former business, the *Partner* should refer them to the *Company*.

## 9 Environment / Sustainability

*Aimtec* has set out its aspirations and expectations as well as requirements for *Partners* in relation to sustainability (hereinafter referred to as “**sustainability requirements**”).

*Partners* take appropriate measures to reduce air emissions that pose a risk to the environment and health, including greenhouse gas emissions. To improve the environmental performance of products and services, *Partners* provide for proactive reduction of greenhouse gas emissions along the entire supply chain, for instance through increased use of carbon neutral energy sources. *Partners* who supply products to *Aimtec* provide information to the *Company* on request at product level in relation to the overall energy consumption in MWh and carbon emissions in tonnes (scope 1, 2 and 3) so that the *Company* can improve the environmental performance indicators of its products.

### **Efficient use of resources**

*Partners* take appropriate measures to ensure efficient use of energy, water and raw materials, usage of renewable resources and a minimisation of damage to the environment and health. Registration, evaluation and restriction of substances and raw materials *Partners* implement appropriate measures to avoid or refrain from using substances and materials with adverse effects on the environment or health (for example, carcinogenic, mutagenic, reprotoxic substances) within the framework of the respective applicable law and with due regard for applicable regulations of the *Company*. *Partners* are obliged to act in conformity with the *sustainability requirements* of the international conventions and other legal instruments pertaining to the production, use, handling and disposal of certain substances (in particular including the requirements of the Minamata Convention of 10 October 2013 on mercury, the Stockholm Convention of 23 May 2001 on persistent organic pollutants (POPs)) as well as the related applicable implementing legislation at the national and supranational level. Regarding smelters or refineries of tin, tungsten, tantalum and gold, *Partners* may only use raw materials from smelters or refineries that meet the sustainability requirements of the “OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas” as assessed by the



Responsible Mineral Initiative (RMI) or similar organisations. *Partners* have to take appropriate and adequate measures to exclude raw materials extracted from deep sea mining from their supply chains.

#### **Circular economy and waste management**

*Partners* take appropriate and adequate measures aimed at avoiding waste, re-using resources, recycling as well as the safe, environmentally friendly disposal of residual waste, chemicals, and wastewater. Such measures can be applied in particular in development activities, production, product service life and subsequent end-of-life recycling as well as in other activities. Thereby, the *Partners* comply with international agreements on the cross-border transport of hazardous waste, in particular the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 as well as with the corresponding, applicable implementation rules at national and supranational level.

#### **Water**

*Partners* take appropriate and adequate measures to minimise water consumption at their sites and/or along their own supply chains with prioritisation for water stressed regions. The right to water is always respected. *Partners* that supply products to the *Company* provide, upon request, the *Company* with information on total freshwater consumption on product level.

#### **Biodiversity**

The protection of the natural ecosystem, especially the protection of endangered habitats of wild animals, and the sustainable usage of natural resources are required to be ensured. *Partners* must strive to ensure supply chains are free of deforestation and conversion in accordance with applicable law and international biodiversity regulations. These international regulations include, for example, the resolutions and recommendations on biodiversity from the Centre for Biological Diversity (CBD) and the World Conservation Union (IUCN).

The *Company* is committed to protecting our natural environment and the communities in which we operate. The *Company* fully complies with all environmental laws and regulations.

*Partners'* cooperation is essential to the success of these programs. Promptly report to the *Aimtec* unsafe storage of potentially toxic or hazardous material, or the release of such material into the environment - [Whistleblowing | Aimtec \(www.aimtecglobal.com/whistleblowing\)](#).

Whenever a *Partner* is involved in any business activities it should particularly be aware of environmental compliance issues.

## **10 Contact Details of Aimtec Partners and Personal Data Processing**

### **10.1 Personal data processing**

*Aimtec* shall collect and process personal data of the *Partner* pursuant to the Civil Code and Act No. 110/2019 Coll., on personal data processing, and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons regarding the processing of Persona Data and on the free movement of such data ("**Data Privacy Legislation**").

## **11 Copyrights**

Unless agreed otherwise in a specific contract between the *Company* and the *Partner*, any piece of work in the form of a literary work, magazine article, report or database created by the *Partner* to fulfil the duties within the engagement with *Aimtec* or to any of *Aimtec* customers is considered a work made for

hire in compliance with Act no. 121/2000 coll., on copyright (hereinafter the “**Copyright Act**”) and the *Company* receives unlimited (amount- territory- and time- wise, limited just by the duration of such copyrights) exclusive and irrevocable license to use the work in all ways of use possible. The *Company* is entitled to sublicense any third party in whole or in part or to assign such license. The *Company* can exercise all rights to the work, including the right to modify, process or otherwise change the work or to connect the work with any other work or to include it to the comprehensive work, or to present the work publicly under its name and brand. The *Company* is not obliged to use the license.

The rights to a computer program, which the *Partner* created in order to fulfil the duties within the engagement with *Aimtec* or to any of *Aimtec* customers (hereinafter the „**Work**“), is subject to Section §58 of the *Copyright Act*. *Aimtec* in its name and to its account will exercise its proprietary rights to the *Work*. Should *Aimtec* terminate without having a legal assignee and should the rights according to this section not be exercised, the *Partner* acquires the title to exercise these rights.

The *Partner* hereby agrees that *Aimtec* has the right to transfer the right to exercise the ownership copyright in whole or in part to the *Work*, whenever it sees fit in the future, to a third party.

The *Partner* explicitly agrees that both the work for hire and the *Work* can be published, modified, processed, connected to another work, or assigned to a comprehensive work by *Aimtec* without further notification to or the approval of the *Partner*. Furthermore, the *Partner* agrees both the work for hire and the *Work* can be published under the *Aimtec*’s name and its brand.

The *Partner* explicitly agrees to *Aimtec* finishing an incomplete both the work for hire and *Work* in cases where:

- a) both the work for hire and the *Work* was not completed by the *Partner* before the termination of the legal relationship to *Aimtec*, or
- b) should legitimate concerns exist, that the *Partner* will not complete the both the work for hire and *Work* properly or timely according to the needs of *Aimtec* and/or the customer and/or according to the agreement between *Aimtec* and the *Partner* and/or a contract of similar character.

The rights and obligations in this section 11 remain unchanged by the termination of the contractual relationship between *Aimtec* and the *Partner*.

The *Partner* accepts, that it must not utilize both the work for hire and the *Work* on its own and is not authorized to license the product to any third party.

The rights to utilize both the work for hire and the *Work* granted to *Aimtec* hereby and *Aimtec* utilizing the in accordance herewith, are not in contradiction with the common utilization of such works and do not disproportionately infringe on the authorized interests of the *Partner* as an author.

## 12 Human Rights and Employment Laws

*Partners* are required to comply with the conventions of the International Labour Organization (ILO) as amended from time to time, in particular the fundamental rights at work.

### **Elimination of child labour and the protection of young workers**

*Partners* must comply with the minimum employment age in their business activities and their supply chain. They ensure that the minimum age for acceptance for employment is determined according to the respective applicable law and that prohibited child labour does not occur.

### **No modern slavery, no human trafficking, and no unethical recruitment**

*Partners* must take appropriate and adequate measures to eliminate debt bondage, forced and compulsory labour, as well as all forms of modern slavery and human trafficking in their own area of responsibility and/or along the supply chain. *Partners* ensure that employment relationships are voluntary and allow employees to give notice of their own volition in observance of a reasonable notice period.

Employees of *Partners* are given a contract at the time of hiring that complies with applicable law and is in a sufficiently documented form (e.g., written, or electronic), is written in a language they understand and in which their rights and obligations are truthfully and clearly set out. Furthermore, *Partners* must not mislead or defraud potential employees about the nature of the work, ask employees to pay recruitment fees or inappropriate transportation fees, and/or confiscate, destroy, conceal, and/or deny access to employee passports and other identity documents issued by government and/or restrict the employees' freedom of movement or require employees to involuntarily use accommodation provided by the company for no operational reason.

#### **Protection of bodily injury, no corporal punishment**

*Partners* attach the utmost importance to the protection of bodily integrity and introduce appropriate measures to ensure respect for this legally protected right. *Partners* ensure in their area of responsibility and along their supply chain that any involvement, including complicity or participation in kidnapping, torture, killing or similar acts, is excluded and that no corporal punishment is applied as part of their disciplinary practices. In addition, *Partners* ensure in their own area of responsibility and along the supply chain that other serious human rights violations and abuses, such as sexual violence, as well as war crimes or other serious violations of international humanitarian law, crimes against humanity or genocide, are prohibited.

#### **Compensation and benefits**

*Partners* pay their employees a reasonable wage. A reasonable wage is at least the minimum wage established under the applicable law and is otherwise measured according to the law of the place of employment. This wage should at least, as far as possible, cover the basic needs of employees and enable a decent standard of living for employees and their families.

*Partners* are required to pay employees directly, in full and on time.

#### **Occupational health and safety, fire protection**

*Partners* comply with the applicable occupational health, safety, and fire protection legislation. *Partners* establish a process enabling the continuous reduction of work-related health and safety risks and improvement of occupational health, safety, and fire protection. All occupational health and safety measures must not involve any expenditure for the employees.

In particular, *Partners* will:

- Inform employees of identified hazards and the associated preventive and corrective measures put in place to minimise risks. The information must be available in an appropriate language,
- conduct sufficient training measures on the prevention of work-related health disorders and of accidents at work, as well as first aid, chemicals management and fire protection,
- provide suitable protective equipment and protective clothing free of charge,
- provide appropriate fire protection measures (technical, structural, or organisational) to reduce damage in the event of fire,
- monitor and control work-related health and safety hazards (e.g., chemical, biological, physical, and physiological dangers) as well as the corresponding protective measures,
- label chemicals used according to the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) or, in European countries, the Classification, Labelling and Packaging (CLP) regulation. Chemicals must be stored, transported, and handled in accordance with the applicable legal and contractual requirements,
- fully explain appropriate emergency plans and provide the corresponding first aid, fire protection and medical assistance, as well as materials and adequate transport for further treatment,
- ensure an appropriate number of emergency exits, escape routes and emergency assembly points, all of which are marked with sufficient signage. In case of an accident, first aid and medical assistance must be provided. In the event of work-related health hazards, such as pandemics, the *Partners* take

all appropriate measures to protect their employees and the *Company*. Thereby, any measures issued by the local authorities must be fully observed and complied with.

**Working hours**

*Partners* ensure that working hours comply with national law and/or the national requirements in force in the respective economic sector.

**Working and living conditions**

*Partners* provide their employees with toilet facilities and access to clean drinking water. All facilities for the consumption and preparation of food as well as for food storage comply with applicable minimum hygiene requirements. If the nature of the work requires the provision of dormitories for employees, sufficient space, cleanliness, and safety is ensured. Their access must not be restricted inappropriately.

**No harm to land, water, air**

*Partners* ensure that they do not cause harmful soil modification, water pollution, air pollution, harmful noise emission or excessive water consumption, which may lead to significant impairment of the natural foundations for food and drinking water or the health of a person.

**No forced eviction**

*Partners* comply with the prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition phase, development or other use of land, forests, and waters.

**Human rights defenders**

*Partners* must not tolerate or engage in any form of threats, intimidation or attacks against human rights and environment defenders, including those exercising their rights to freedom of expression, association, peaceful assembly, and protest against the business activities of the *Partner*. They guarantee access to their grievance channels without the threat or imposition of retaliatory measures.

**Freedom of association and collective bargaining**

The *Partners* recognise the right of all employees to form trade unions, employees' councils and employee representatives and to join them. In this context, the *Partners* commit to safeguarding neutrality. This precludes any form of discrimination or retaliatory measures based on union activities. *Partners* recognise the right to collective bargaining and the right of trade unions to be allowed to operate freely and in accordance with the law of the place of employment. This law includes the right to strike and the right to negotiate collectively.

## 13 Conflict of Interest

*Partners* make their decisions solely based on objective criteria and must not allow themselves to be influenced by extraneous interests or relationships.

## 14 Export Control Regulations

*Partners* strictly comply with all applicable laws for the import and export of goods, services, and information.

Furthermore, the respective applicable sanction lists will be followed. *Partners* ensure that all taxes, duties, and royalties levied in connection with the mining, trade, and export of minerals in conflict and high-risk areas are remitted in accordance with respective applicable law.

*Partners* exclude that their business does not contribute directly or indirectly to supporting non-state armed groups.

## 15 AML

*Partners* ensure compliance with the applicable legal provisions against money laundering within their business operations.

## 16 Artificial Intelligence

Data privacy, confidentiality and security are crucial requirements for the use of Artificial Intelligence (AI).

*Partners* ensure that all developments using AI are subject to applicable laws and regulations. *Partners* are not allowed to use any *Company* or *Company clients'* confidential or personal data for any use of the AI unless such AI systems are first cleared by *Aimtec*. AI systems are to be created reliable and without any discrimination. Control of AI applications always remains with human beings.

## 17 Transparency

To identify and mitigate risks in the supply chain, *Partners*, on request, disclose information on their supply chains to the *Company* that are required by the *Company* to fulfil its legal obligations.

The *Partners* are also obliged to impose a corresponding disclosure obligation on their suppliers, which they in turn are required to pass on to their suppliers. This may require in particular that *Partners* disclose their supply chain to the *Company* up to the material origin (including choke points like smelters and refiners) and provide evidence of management systems or third-party verifications demonstrating processes that prevent or mitigate sustainability risks in the supply chain.

## Part B

# Transitional and Final Provisions

## 1 Consequences of a Breach of the Aimtec Partner Code of Conduct

### 1.1 Breach of Partner's duties

Any breach of the *Partner's* duties can lead to notice of termination with an immediate effect.

## 2 Verification of the Compliance

The *Company* reserves the right to verify compliance with the *sustainability requirements* regularly, randomly or for specific events and using appropriate and adequate means before awarding a new contract and throughout the business relationship.

This can be done, for example, by means of a risk assessment of the relevant *Partner's* area of responsibility, a self-assessment by the *Partner* and/or by deploying experts locally (on-site assessment). An on-site assessment of this nature is only carried out in the presence of representatives of the *Partner* during regular working hours and in accordance with applicable laws, regarding data protection and protection of business secrets.

The *Partners* take appropriate and adequate measures that give the *Company* the right to carry out similar assessments of their business partners if this is necessary for the fulfilment of legal obligations.

### **Assessment prior to entering a Contract**

If any risks are identified during pre-contractual assessments referred to above may also take place before entering a contract or before awarding a new contract, the resulting measures, if any, shall then be binding on the contract to be concluded.

In this case, the *Partner* is obliged upon entering the contract to assess any determined or imminent violation of the *sustainability requirements* in its own business area or in its supply chain within a reasonable period and to remedy any such non-compliance at no additional cost to the *Company*. The findings of the pre-contractual assessments for compliance with the *sustainability requirements* constitute a criterion relevant to the award of contracts.

## 3 Reporting Misconduct

### **Reporting misconduct**

Misconduct must be identified at an early stage, dealt with, and remedied without delay to protect employees, business partners, third parties and the *Company*. This means that everyone needs to be aware of all compliance regulations and pay attention and be ready to point out potential serious violations of the rules in case of concrete evidence.

### **Partner grievance mechanism**

*Partners* establish a grievance mechanism adequate to their business. The mechanism allows for concerns related to business ethics, human rights, or the environment to be raised by both their own employees as well as other potentially affected people anonymously, confidentially and without fear of

retaliation. *Partners* shall not undertake any actions that hinder, block, or impede access to the complaint's procedure. *Partners* undertake to contractually pass on the obligations referred to in the preceding sentence to its suppliers and to ensure, to the extent possible and reasonable, that the obligations are passed on in the supply chain.

#### **Company Whistleblower System**

The *Company* values confidential, relevant tip-offs from *Partners*, customers and other third parties. In the event of specific indications of potential misconduct by employees of *Aimtec*, or of the *Partner* or its business partners in turn in the context of collaboration with the *Company*, the *Company* offers all stakeholders the possibility to report such misconduct to the *Aimtec* Whistleblower System. All information and contact channels can be found at Whistleblower System [[Whistleblowing | Aimtec](#) ([www.aimtecglobal.com/whistleblowing](http://www.aimtecglobal.com/whistleblowing))].

*Partners* should provide their employees with unhindered access to the Whistleblower System implemented by *Aimtec* and not perform any actions that obstruct, block, or impede access. *Partners* undertake to contractually pass on the obligations referred to in the preceding sentence to its suppliers and to ensure, to the extent possible and reasonable, that the obligations are passed on in the supply chain.

## **4 Final Provisions**

### **4.1 Binding force**

This *Aimtec Partner Code of Conduct* is binding on all *Partners* of the *Company*.

## Part C

# Acknowledgement of Receipt and Understanding

I hereby certify that I have read and fully understand the contents of the *Aimtec Partner Code of Conduct*. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have.

I certify that my engagement and continued engagement is based in part upon my willingness to abide by and follow the hereby defined rules, regulations, and procedures.

My signature below certifies my acknowledgement, acceptance, and adherence to the *Aimtec Partner Code of Conduct*.

At the same time, I hereby claim and confirm that *Aimtec* is entitled to change or amend the *Aimtec Partner Code of Conduct*, at any time and without prior written notification to the *Partners*. The most recent version of all *Partner* related regulations of *Aimtec* is available online [[legal.aimtecglobal.com](http://legal.aimtecglobal.com)].

I confirm that I might be asked to fulfil additional duties, provided such request is reasonable.



## Part D

# Information Of Personal Data Processing

Information provided by AIMTEC a. s., U Prazdroje 2807/8, Východní Předměstí, 301 00 Plzeň, Česká republika, registered in the Commercial Register kept by the Regional Court in Pilsen, Section B, Entry 558, Business ID: 252 01 816, VAT Number: CZ25201816 (hereinafter the “*Aimtec*”)

## 1 Definitions

„**Data Controller**“ shall mean the natural or legal person, public authority, agency or other body which alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“**Data Protection Legislation**” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC), in particular Act no. 110/2019 Coll., on personal data processing; (b) the GDPR; and (c) any other similar national privacy law.

“**Contractual Relationship**” means contractual relationship based on which the *Partner* provides services to *Aimtec*.

“**Contract**” shall mean the contract establishing the Contractual Relationship as defined above.

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Processor**” means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Data Controller

„**Recipient**“ means a natural or legal person, public authority, agency or another body, to which the Personal Data are disclosed. In relation to *Partner* Personal Data the Recipients can be e.g., *Partner(-s)* of Controller, Processor(-s) or *Partner(-s)* of Processor. Public authorities which may receive Personal Data in the framework of a particular inquiry in accordance with the law shall not be regarded as Recipients.

“**Companies of Aimtec Group**” means any entity that establishes a concern with AIMTEC a. s. as defined in § 79 of Act No. 90/2012 Coll., on Commercial Corporations, as later amended and any other entity or individual, that is directly or indirectly controlled, controls or being under common controlled of a company that is an owner of AIMTEC a. s.

In accordance with the Data Protection Legislation the *Partner* acknowledges that the Personal Data are processed by *Aimtec* as the Data Controller. The processing is carried under the Contract between the *Partner* and *Aimtec*, in connection with, or in relation to the performance of the *Partner's* services for *Aimtec* and also covers the purposes of use of *Aimtec's* information systems of *Aimtec* and compliance with the internal policies of companies of *Aimtec* Group.

## 2 Extent of the processing

*Aimtec* processes the Personal Data of the *Partner* personnel to the following extent:

- Personal Data to the extent required by the relevant legislation,
- Personal Data submitted by the *Partner* before entering the Contract,
- Personal Data relating to the *Partner*'s personnel professional qualifications and experience,
- Other Personal Data relating to the *Partner*'s Contractual Relationship with *Aimtec* and performance of the obligations related to the Contractual Relationship (for example: VAT number (if relevant), performance management data, data on trainings and e-learning attendance, phone-call lists etc.),
- Photographs, video, and audio recordings of the *Partner* personnel.

## 3 Purpose of processing of the Personal Data by Aimtec

The purpose of processing the Personal Data is for *Aimtec* to exercise its rights and obligations pursuant to the Contractual Relationship and other relevant legislation, in particular, administration of the Contractual Relationship, payment of invoices, acts relating to performance of the *Partner*'s obligations related to the Contractual Relationship, and activities connected to offering and providing *Aimtec*'s services to the clients.

## 4 Partner's Personal Data Recipients

*Aimtec* is entitled to provide *Partner*'s Personal Data to the following Recipients in particular, for the purpose of the *Partner*'s records in *Aimtec* systems, processing of invoices, providing IS services, document archiving, e-mail services and other hosted applications services and to the extent necessary for the performance of rights and obligations arising from the Contractual Relationship between the *Partner* and *Aimtec* or as agreed between the *Partner* and *Aimtec*.

Recipients that are *Aimtec*'s Data Processors process the Personal Data on behalf of *Aimtec*, under the conditions and to the extent agreed with *Aimtec* in a written authorization/contract.

The list of *Aimtec*'s Data Processors of *Partner* personnel is published and accessible here:

[\[www.aimtecglobal.com/gdpr\]](http://www.aimtecglobal.com/gdpr)

Paper versions of the above-mentioned lists are provided to the *Partner* upon the request.

The *Partner* is hereby informed that *Aimtec* may provide the *Partner*'s personnel Personal Data for the purposes as specified above to companies of *Aimtec Group* and their respective subsidiaries and affiliates during the term of the Contractual Relationship, even to countries outside of the EU territory which do always not ensure the same level of protection as required by the EU legislation. Such transfers to countries outside of the EU either to the Processor or Controller are based on the EU approved Standard Contractual Clauses. In specific situations such as e.g., cross-border cooperation provision, *Partner*'s personnel Personal Data can be transferred to the Recipient outside the EU, and it is responsibility of such Recipient to comply with the local law when processing the Personal Data.

The Personal Data of *Partner* personnel may also be disclosed to the competent authorities as authorized by the applicable laws.

## 5 Term of the Personal Data Processing

The data will be processed until the purposes of processing such Personal Data are fulfilled; or as required by the applicable legislation. The *Aimtec* is entitled to process the Personal Data of the *Partner*

personnel for a period of three months after the Contractual Relationship is terminated or as required by the applicable legislation. After this period expires, Personal Data of *Partner* personnel will be anonymized or permanently deleted, except for the routine back-ups, provided that the Personal Data are pseudonymized and kept confidential after the expiration hereof.

## 6 Partner's Duties

The *Partner* is responsible for the accuracy and update of the Personal Data it has provided to *Aimtec*. The *Partner* undertakes to notify *Aimtec* of any changes in the Personal Data provided without undue delay.

During and after the Contractual Relationship, the *Partner* is obliged to keep confidential the Personal Data of *Aimtec's* employees, clients, external suppliers, and other natural persons met by the *Partner* in the course of the *Contractual Relationship*, which are processed in connection with the services performed for *Aimtec*; it may not use the Personal Data for personal purposes, and it may not publish them or make them accessible without *Aimtec's* or the particular natural person's consent. Other obligations of the *Partner* related to services with Personal Data are specified in *Aimtec's* internal policies and regulations, of which the *Partner* was informed and which it undertakes to comply with.

## 7 Personal Data Security

*Aimtec* has established technological, physical, administrative, and procedural safeguards all in line with the industry accepted standards to protect and ensure the confidentiality, integrity or accessibility of the Personal Data processed; prevent the unauthorized use of or unauthorized access to the Personal Data or prevent a Personal Data breach (security incident) in accordance with *Aimtec* Group instructions, policies and applicable laws.

## 8 Data Subjects' Rights

*Partner* personnel as a Personal Data subject has the right to request access to the Personal Data and rectification or erasure of the Personal Data, or a restriction on the processing or to object to the processing, as well as the right to data portability. All rights described here can be enforced by sending a notice delivered to [support@aimtecglobal.com](mailto:support@aimtecglobal.com).

*Partner* personnel has also the right to lodge a complaint with a local data protection supervisory authority in the country of the residence.

By signing, the Agreement with *Aimtec* the *Partner* confirms that it was informed (and it passed such information to its personnel) of:

- the rights arising from the Data Protection Legislation and other relevant legislation,
- the fact that the provision of Personal Data processed under this information is compulsory.

This Information replaces any previous consents with the Personal Data processing given by the *Partner* to *Aimtec* for the purposes specified above.